

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: February 3, 2026	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF



**Motion and Title:** Staff recommends motion to approve: the First Amendment to Interlocal Agreement (R2021-0344) (Agreement) with Broward County (Participant) to extend the term of the Agreement for interoperable radio communications through the countywide common talk groups of the County’s Public Safety Radio System (System) from February 26, 2026, through February 25, 2031.

**Summary:** This Agreement, which provides the terms and conditions under which the Participant can program its radios and utilize the countywide common talk groups for certain inter-agency communications, expires on February 25, 2026. This Agreement provides for two (2) renewal options, each for a period of five (5) years. The Participant has approved a renewal to extend the term of the Agreement through February 25, 2031, and the renewal now requires approval by the Board of County Commissioners (BCC). The terms of the Agreement are standard and have been offered to all municipalities and local branches of State/Federal agencies with 800 MHz trunked radio capabilities. There are no charges associated with the Agreement. The Participant is required to pay all costs associated with its subscriber units and to comply with established operating procedures for the System. The Agreement may be terminated by either party, with or without cause, upon ten (10) days’ notice. This First Amendment extends the term of the Agreement, updates the standard County Non-discrimination provision, and adds the E-Verify provision. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (MWJ)

**Background and Justification:** The Participant has utilized interoperable communications through countywide common talk groups since 2021. The Agreement with the Participant, which provides the terms and conditions under which the Participant can utilize the countywide and common talk groups of the County’s System expires, on February 25, 2026. The Agreement provided for two (2) renewal options, each for a period of five (5) years. After approval of this First Amendment, there is one (1) remaining renewal option left.

Attachments:

1. First Amendment to Interlocal Agreement

Recommended By:		1/21/26
	Department Director	Date
Approved By:		1/26/26
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0.00	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes \_\_\_\_\_ No X  
Is this item using Federal Funds: Yes \_\_\_\_\_ No X  
Is this item using State Funds: Yes \_\_\_\_\_ No X

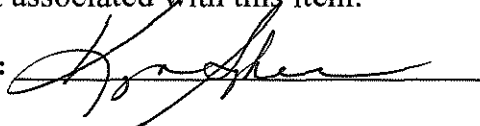
Budget Account No:

Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_  
Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_

B. Recommended Sources of Funds/Summary of Fiscal Impact:

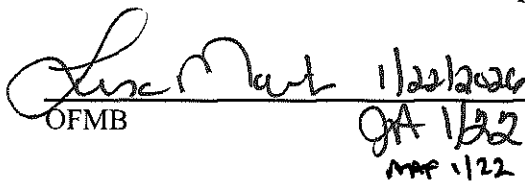
\*There is no fiscal impact associated with this item.

C. Departmental Fiscal Review:



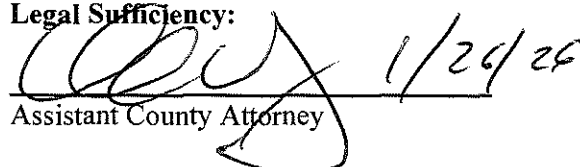
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

  
OFMB 1/22/26  
JA 1/22  
MP 1/22

  
Contract Development and Control 1/22/26  
26 1.22.26

B. Legal Sufficiency:

  
Assistant County Attorney 1/24/26

C. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT**

**THIS FIRST AMENDMENT** to the Amended and Restated Interlocal Agreement R2021-0344 dated March 9, 2021, ("Agreement") is made as of February 3, 2026, by and between Palm Beach County, a political subdivision of the State of Florida ("Palm Beach County"), and Broward County, a political subdivision of the State of Florida ("Broward County").

In consideration of the mutual promises contained herein, the Palm Beach County and Broward County agree as follows:

1. The term of the Agreement is renewed beginning on February 26, 2026, and continuing through February 25, 2031, pursuant to the exercise of the first renewal option for five (5) years.
2. Section 20 of the Agreement is deleted in its entirety and replaced with the following:

**SECTION 20: NON-DISCRIMINATION**

Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, Broward County warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

3. The Agreement is hereby modified to add the following:

**SECTION 26: E-VERIFY – EMPLOYMENT ELIGIBILITY**

**26.01** Broward County warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Broward County's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**26.02** Palm Beach County shall terminate this Agreement if it has a good faith belief that Broward County has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

4. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by Broward County and Palm Beach County.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:


MICHAEL A. CARUSO  
CLERK OF THE CIRCUIT  
COURT & COMPTROLLER

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

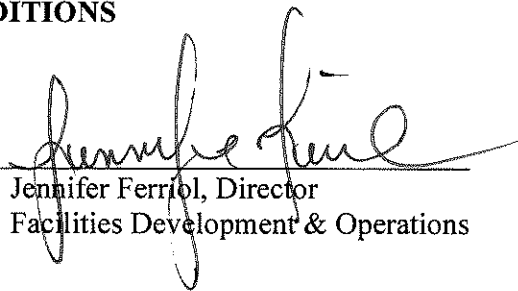
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Sara Baxter, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

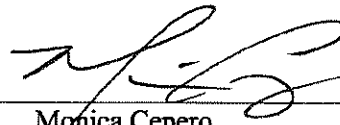
By:  \_\_\_\_\_  
County Attorney

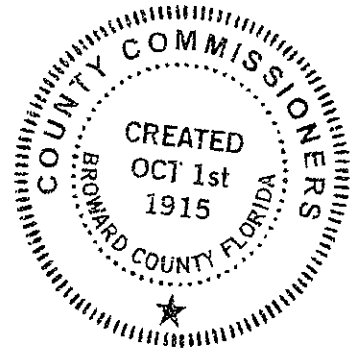
APPROVED AS TO TERMS AND  
CONDITIONS

By:  \_\_\_\_\_  
Jennifer Ferriol, Director  
Facilities Development & Operations

**BROWARD COUNTY,  
a political subdivision of the State of Florida**

By: \_\_\_\_\_

 -12/13/25  
Monica Cepero,  
Broward County Administrator



**APPROVED AS TO LEGAL SUFFICIENCY:**

By: **SARA COHEN**  
Sara Cohen,  
Assistant County Attorney

Digitally signed by SARA COHEN  
Reason: Approved as to form  
Location: Broward County  
Attorney's Office  
Date: 2025.12.09 14:43:50 -05'00'